

SECOND AMENDMENT TO SHELTER SERVICES AGREEMENT
(Lodi Animal Services)

THIS SECOND AMENDMENT is made to the University of California, Davis campus agreement # UCDPO00058949 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its UC Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and THE CITY OF LODI, A MUNICIPAL CORPORATION THROUGH ITS ANIMAL SERVICES DIVISION (“**Shelter**”).

The parties to the above-referenced agreement agree as follows:

1. Shelter Services. The scope of work is updated. “Exhibit A-2”, attached hereto and incorporated herein reflect the updated scope of work.
2. Term. The term of the agreement shall be amended to extend through December 31, 2025.
3. Other Terms. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

THE CITY OF LODI, A MUNICIPAL
CORPORATION

By: _____

Print Name: James Lindsay
Title: Acting City Manager

Date: _____

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Steven Kobayashi
Digitally signed by Steven Kobayashi
Date: 2025.09.03 08:58:02 -07'00'

Steven Kobayashi
Associate Director
Procurement & Contracting Service
UC Davis

Date: September 3, 2025

Approved as to Form:

for KATIE O. LUCCHESI
City Attorney 

Lodi Animal Services

- Organization Contact:
 - Meghan Ramczyk - mramczyk@lodi.gov

Term Extension:

Extend term to 12/31/2025

Previous Scope of Work:

- Behavioral trainer = \$6,000
- Equipment and supplies = \$6,000

New Scope of Work:

- Behavioral trainer = \$9,000
- Equipment and supplies = \$3,000

UC Davis Purchase Agreement # UCDPO00058949
Formerly UC Davis Agreement # A68336
Amendment # 1

FIRST AMENDMENT TO SHELTER SERVICES AGREEMENT
(Lodi Animal Services)

THIS FIRST AMENDMENT is made to the University of California, Davis campus agreement # A68336 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") on behalf of its UC Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program ("Facility") and THE CITY OF LODI, A MUNICIPAL CORPORATION THROUGH ITS ANIMAL SERVICES DIVISION ("Shelter"). Purchase Order # UCDPO00058949 replaces Purchase Agreement # A68336.

The parties to the above-referenced agreement agree as follows:

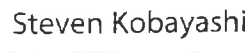
1. Terms. The term of the agreement shall be amended to extend through June 6, 2025. "Exhibit A-1", attached hereto and incorporated herein, reflects updated scope.
2. Payment by University: Payment by the Facility is increased by \$12,000.00. The total not to exceed amount for the Agreement shall now read \$17,000.00.
3. Other Terms. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

THE CITY OF LODI, A MUNICIPAL CORPORATION

By: 
Ricardo Garcia, Chief of Police

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:  Steven Kobayashi
Steven Kobayashi
Associate Director
Procurement & Contracting Service
UC Davis

Digital Signature of Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the University of California, ou=Procurement & Contracting Services, email=skobayashi@ucdavis.edu, c=US
Date: 2024.07.15 13:36:00 -0700

APPROVED AS TO FORM:
KATIE O. LUCCHESI, City Attorney

By: 

Date: July 15, 2024

Lodi Animal Services

- Organization Contact:
 - Jennifer Bender: jbender@lodi.gov

Updated SOW & Additional Funding

- Extend term to 6/5/2025
- Awarding an additional \$12,000

2024-2025 Term: \$12,000
2025-2026 Term: \$12,000

SHELTER SERVICES AGREEMENT
(Lodi Animal Services)

THIS SHELTER SERVICES AGREEMENT ("Agreement") is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program ("Facility") and THE CITY OF LODI, A MUNICIPAL CORPORATION THROUGH ITS ANIMAL SERVICES DIVISION ("Shelter") in connection with the California for All Animals statewide animal shelter assistance program ("Program").

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in "Exhibit A", attached hereto and by this reference made a part hereof (collectively the "Services"). University shall reimburse Shelter for costs ("Expenses") pursuant to Section 2 below and as outlined in Exhibit A. "Deliverables" shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter's Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$5,000 to be disbursed upon final signature below. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbel@ucdavis.edu.
3. **Term.** Services shall be rendered from August 1, 2022 through July 31, 2023.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying

party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
Valerie A. Roque
Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: vroque@ucdavis.edu

SHELTER (regarding contracts)
Jennifer Bender
Animal Services Supervisor
Lodi Animal Services
1345 W. Kettleman Lane
Lodi, CA 95242
E-mail: jbender@lodi.gov

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

City of Lodi (copy to regarding contracts)
Attn: Police Department
PO Box 3006
Lodi, CA 95241
E-mail: eversteeg@lodi.gov

12. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
13. **Governing Law.** This Agreement shall be construed pursuant to California law.
14. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and

Nonprocurement Programs (<https://www.sam.gov/index.html?#111>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

15. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action.
16. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

THE CITY OF LODI, A MUNICIPAL CORPORATION

By: 
Steven Schwabauer

Title: City Manager

Date: October 14, 2022

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Valerie A. Roque, J.D.
Contract Administrator III
Business & Revenue Contracts
UC Davis

Date: 10/7/2022

Approved as to Form:


JANICE D. MAGDICH
City Attorney 

ATTEST:


OLIVIA NASHED
City Clerk

Exhibit A

Scope of Work

1. Purpose of the work: *Lodi Animal Services will improve housing in their small dog section as well as create a behavior training program.*
2. Roles and responsibilities of each party: *Lodi Animal Services will purchase and install dividers for kennels in small dog area. They will train staff and develop a behavior, training, and enrichment program. No university equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of August 1, 2022 through July 31, 2023.*
4. Location where work will be performed: *1345 W Kettleman Lane, Lodi, CA 95242*
5. Required deliverables: *One final report will be required upon completion of the grant. Additional touch points during the grant will be discussed with project officer.*
6. Project milestones: *Program pilot to be completed by July 31, 2023.*
7. Total cost of the services: *Total of services not to exceed \$5,000.*
8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*

SHELTER SERVICES AGREEMENT
(Lodi Animal Services)

THIS SHELTER SERVICES AGREEMENT ("**Agreement**") is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("**University**") on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program ("**Facility**") and THE CITY OF LODI, A MUNICIPAL CORPORATION THROUGH ITS ANIMAL SERVICES DIVISION ("**Shelter**") in connection with the California for All Animals statewide animal shelter assistance program ("**Program**").

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in "**Exhibit A**", attached hereto and by this reference made a part hereof (collectively the "**Services**"). University shall reimburse Shelter for costs ("**Expenses**") pursuant to Section 2 below and as outlined in Exhibit A. A. "**Deliverables**" shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter's Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$5,000 to be disbursed upon final signature below. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from August 1, 2022 through July 31, 2023.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying

party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
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Valerie A. Roque
Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: vroque@ucdavis.edu

SHELTER (regarding contracts)
Jennifer Bender
Animal Services Supervisor
Lodi Animal Services
1345 W. Kettleman Lane
Lodi, CA 95242
E-mail: jbender@lodi.gov

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

City of Lodi (copy to regarding contracts)
Attn: Police Department
PO Box 3006
Lodi, CA 95241
E-mail: eversteeg@lodi.gov

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Nonprocurement Programs (<https://www.sam.gov/index.html?#11#1>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

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AGREED:

THE CITY OF LODI, A MUNICIPAL CORPORATION

By: 
Steven Schwabauer

Title: City Manager

Date: October 14, 2022

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Valerie Roque
1368FA9F2d47487
By: 
Valerie A. Roque, J.D.
Contract Administrator III
Business & Revenue Contracts
UC Davis

Date: 10/7/2022

Approved as to Form:


JANICE D. MAGDICH
City Attorney 

ATTEST:


OLIVIA NASHED
City Clerk

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